

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FREDDY ACKERMAN,

Plaintiff

vs.

CITY OF LOS ANGELES, a  
municipal entity, MAYOR KAREN  
BASS, in her individual and official  
capacity as Mayor of the City of Los  
Angeles, THE LOS ANGELES  
POLICE DEPARTMENT, a division of  
the City of Los Angeles, POLICE  
DEPARTMENT INTERIM CHIEF  
DOMINIC CHOI, in his individual and  
official capacity, LOS ANGELES  
POLICE OFFICER JEREMY D.  
RADKE in his individual and official  
capacity; AND DOES 1 through 50,  
inclusive, in their individual and  
official capacities.

Defendants.

Case No. 2:24-cv-06298-PA-PD

Honorable Percy Anderson  
Magistrate: Honorable Patricia  
Donohue

**STIPULATED PROTECTIVE  
ORDER**

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modifications to PD form

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1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action involves the City of Los Angeles (“CITY”) and individual sworn police officers of the Los Angeles Police Department (“LAPD”) on one side; and on the other, Plaintiff Freddy Ackerman who claims damages from the City and LAPD Officers.

As such, Plaintiff may seek materials and information that the City maintains as confidential, such as personnel files of the police officers involved in the incident, video recordings (including Body-Worn Video recordings and Digital In-Car Video recordings), audio recordings, and other administrative materials and information currently in the possession of the City and which the City believes needs special protection from public disclosure and from use for any purpose other than prosecuting this litigation. Plaintiff may also seek official information contained in the personnel files of the Police Officers involved in the subject incident, which the City maintains as

1 strictly confidential and which the City believes needs special protection from public  
2 disclosure and from use for any purpose other than prosecuting this litigation.

3 The City asserts that the confidentiality of materials and information sought by  
4 Plaintiff is recognized by California and federal law as evidenced by, *inter alia*,  
5 California Penal Code section 832.7, California Evidence Code section 1043 et. seq.  
6 and *Kerr v. United States District Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975),  
7 *aff'd*, 426 U.S. 394 (1976); *Sanchez v. City of Santa Ana*, 936 F.2d 1027, 1033 (9th Cir.  
8 1990); *Miller v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992). The City has not and does  
9 not publicly release the materials and information referenced above except under a  
10 protective order or pursuant to a court order, if at all. These materials and information  
11 are of the type that has been used to initiate disciplinary action against LAPD officers  
12 and has been used as evidence in disciplinary proceedings, where officers' conduct was  
13 considered to be contrary to LAPD policy.

14 The City contends that absent a protective order delineating the responsibilities  
15 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary  
16 and undue disclosure by one or more of the many attorneys, secretaries, law clerks,  
17 paralegals, and expert witnesses involved in the case, as well as the corollary risk of  
18 embarrassment, harassment and professional and legal harm on the part of the LAPD  
19 officers referenced in the materials and information.

20 Defendants also seek discovery of various information relating to Plaintiff's  
21 damages claims, including employment information, housing information, financial  
22 information, and confidential medical records that may be personal, private, and  
23 potentially embarrassing if unnecessarily disseminated; thus, Plaintiff contends such  
24 information should not be disseminated beyond this litigation.

25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
26 of disputes over the confidentiality of discovery materials, to adequately protect  
27 information the parties are entitled to keep confidential, to ensure that the parties are  
28 permitted reasonably necessary uses of such material in preparation for and in the

1 conduct of trial, to address their handling at the end of litigation, and serve the ends of  
2 justice, a protective order is necessary, Such information will not be designated as  
3 confidential for tactical reasons and nothing will be designated without a good faith  
4 belief that it has been maintained in a confidential, non-public manner, and there is  
5 good cause why it should not be part of the public record in this case.

6  
7 2. DEFINITIONS

8 2.1 Action: *Ackerman v. City of Los Angeles et. al.*, Case No. 2:24-cv-  
9 06298-PA-PD.

10 2.2 Challenging Party: A Party or Non-Party that challenges the  
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
13 how it is generated, stored or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
17 their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless  
22 of the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced or  
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this Action.

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1           2.8    House Counsel: attorneys who are employees of a party to this Action.  
2   House Counsel does not include Outside Counsel of Record or any other outside  
3   counsel.

4           2.9    Non-Party: any natural person, partnership, corporation, association, or  
5   other legal entity not named as a Party to this action.

6           2.10   Outside Counsel of Record: attorneys who are not employees of a  
7   party to this Action but are retained to represent or advise a party to this Action and  
8   have appeared in this Action on behalf of that party or are affiliated with a law firm  
9   which has appeared on behalf of that party, and includes support staff.

10          2.11   Party: any party to this Action, including all of its officers, directors,  
11   employees, consultants, retained experts, and Outside Counsel of Record (and their  
12   support staffs).

13          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
14   Discovery Material in this Action.

15          2.13   Professional Vendors: persons or entities that provide litigation  
16   support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17   demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18   and their employees and subcontractors.

19          2.14   Protected Material: any Disclosure or Discovery Material that is  
20   designated as "CONFIDENTIAL."

21          2.15   Receiving Party: a Party that receives Disclosure or Discovery  
22   Material from a Producing Party.

23  
24   3.    SCOPE

25        The protections conferred by this Stipulation and Order cover not only  
26   Protected Material (as defined above), but also (1) any information copied or  
27   extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28   compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial will be governed by the orders of the  
3 trial judge. This Order does not govern the use of Protected Material at trial.

4  
5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order will remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition will be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
10 or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

14  
15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each

17 Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited

25 Designations that are shown to be clearly unjustified or that have been made  
26 for an improper purpose (e.g., to unnecessarily encumber the case development  
27 process or to impose unnecessary expenses and burdens on other parties) may  
28 expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents,  
11 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
12 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
13 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
14 portion or portions of the material on a page qualifies for protection, the Producing  
15 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
16 markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection will be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then, before  
24 producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
26 portion or portions of the material on a page qualifies for protection, the Producing  
27 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
28 markings in the margins).

1 (b) for testimony given in depositions that the Designating Party identify the  
2 Disclosure or Discovery Material on the record, before the close of the deposition all  
3 protected testimony.

4 (c) for information produced in some form other than documentary and for  
5 any other tangible items, that the Producing Party affix in a prominent place on the  
6 exterior of the container or containers in which the information is stored the legend  
7 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
8 protection, the Producing Party, to the extent practicable, will identify the protected  
9 portion(s).

10  
11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
12 failure to designate qualified information or items does not, standing alone, waive  
13 the Designating Party’s right to secure protection under this Order for such material.  
14 Upon timely correction of a designation, the Receiving Party must make reasonable  
15 efforts to assure that the material is treated in accordance with the provisions of this  
16 Order.

17  
18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
23 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
24 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding will be on  
26 the Designating Party. Frivolous challenges, and those made for an improper  
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
28 parties) may expose the Challenging Party to sanctions. Unless the Designating



1 Party has waived or withdrawn the confidentiality designation, all parties will  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party's designation until the Court rules on the  
4 challenge.

5  
6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this Action. Any  
10 material designated as 'CONFIDENTIAL' may be used for all litigation-related  
11 purposes, including depositions, expert analysis, and trial preparation, without  
12 limitation, except as otherwise agreed or ordered by the court.

13 Such Protected Material may be disclosed only to the categories of persons  
14 and under the conditions described in this Order. When the Action has been  
15 terminated, a Receiving Party must comply with the provisions of section 13 below  
16 (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
25 well as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of  
28 the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

(j) third-party experts or consultants directly involved in supporting the litigation, provided that these individuals sign the 'Acknowledgment and Agreement to Be Bound' and comply with the terms of this Order.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as  
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification  
4 will include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order  
6 to issue in the other litigation that some or all of the material covered by the  
7 subpoena or order is subject to this Protective Order. Such notification will include  
8 a copy of this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be  
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with  
12 the subpoena or court order will not produce any information designated in this  
13 action as “CONFIDENTIAL” before a determination by the court from which the  
14 subpoena or order issued, unless the Party has obtained the Designating Party’s  
15 permission. The Designating Party will bear the burden and expense of seeking  
16 protection in that court of its confidential material and nothing in these provisions  
17 should be construed as authorizing or encouraging a Receiving Party in this Action  
18 to disobey a lawful directive from another court.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a  
22 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
23 produced by Non-Parties in connection with this litigation is protected by the  
24 remedies and relief provided by this Order. Nothing in these provisions should be  
25 construed as prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party will:

2 (1) promptly notify in writing the Requesting Party and the Non-Party  
3 that some or all of the information requested is subject to a confidentiality  
4 agreement with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the Stipulated  
6 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
7 specific description of the information requested; and

8 (3) make the information requested available for inspection by the  
9 Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court within  
11 14 days of receiving the notice and accompanying information, the Receiving Party  
12 may produce the Non-Party's confidential information responsive to the discovery  
13 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
14 not produce any information in its possession or control that is subject to the  
15 confidentiality agreement with the Non-Party before a determination by the court.  
16 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
17 of seeking protection in this court of its Protected Material.

18  
19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

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13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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3 Dated: October 21, 2024

4 Respectfully submitted,

5 **HYDEE FELDSTEIN SOTO**, City Attorney  
6 **DENISE C. MILLS**, Chief Deputy City Attorney  
7 **KATHLEEN KENEALY**, Chief Assistant City Attorney  
8 **CORY M. BRENT**, Senior Assistant City Attorney

9 By: /S/

**JEREMY B. WARREN**, *Deputy City Attorney*

10 *Attorneys for Defendants*, CITY OF LOS ANGELES,  
11 MAYOR KAREN BASS, LOS ANGELES POLICE  
12 DEPARTMENT, INTERIM CHIEF DOMINIC CHOI  
and OFFICER JEREMY D. RADKE

13 Dated: October 21, 2024

14 Respectfully submitted,

15 LAW OFFICE OF **HECTOR R. BROLO**

16 /S/

**HECTOR R. BROLO**, Attorney for Plaintiff FREDDY  
17 ACKERMAN

18  
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20  
21 DATED: October 21, 2024

*Patricia Donahue*

22 HONORABLE PATRICIA DONAHUE  
23 United States Magistrate Judge  
24  
25  
26  
27  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of  
\_\_\_\_\_ [insert case name and number]. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [full  
name] of \_\_\_\_\_ [full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_